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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,)	CASE NO. CV15-6340 MEJ
)	
Plaintiff,)	SETTLEMENT AGREEMENT AND STIPULATED
)	DISMISSAL
v.)	
)	
APPROXIMATELY \$139,995,)	
)	
Defendant.)	

IT IS HEREBY STIPULATED by and between plaintiff United States of America and claimant Johnny Huynh ("Claimant," collectively the "parties"), through their respective counsel of record, to compromise and settle their interests in the following described defendant property: approximately \$139,995 in U.S. currency seized from Johnny Huynh on September 21, 2015.

1. On or about December 31, 2015, plaintiff United States of America filed its Complaint for Forfeiture against the defendant currency. After proper notification and publication was given, Johnny Huynh filed the only timely claim in this action.

2. The parties agree that the resolution of the lawsuit is based solely on the terms stated in this Settlement Agreement. It is expressly understood that this Agreement has been freely and voluntarily entered into by the parties. The parties further agree that there are no express or implied

STIPULATED SETTLEMENT AGREEMENT AND DISMISSAL

1 terms or conditions of settlement, whether oral or written, other than those set forth in this Agreement.
 2 This Agreement shall not be modified or supplemented except in writing signed by the parties. The
 3 parties have entered into this Settlement Agreement in lieu of continued protracted litigation and District
 4 Court adjudication.

5 3. This settlement is a compromise over disputed issues and does not constitute any
 6 admission of wrongdoing or liability by any party.

7 4. Mr. Huynh asserts that he is the sole owner of the defendant currency.

8 5. The parties hereby stipulate to the dismissal of the instant civil forfeiture action pursuant
 9 to the provisions of Rule 41(a)(1)(A)(ii) of the Federal Rules and Civil Procedure.

10 6. Mr. Huynh, his heirs, representatives and assignees, agree to hold harmless the United
 11 States, any and all agents, officers, representatives and employees of same, including all federal, state and
 12 local enforcement officers, for any and all claims, defenses, actions, or liabilities arising out of or related
 13 to this action against the defendant currency.

14 7. The parties agree that each party shall pay its own attorneys' fees and costs.

15 IT IS SO STIPULATED:

16 Dated:

Johnny Huynh 3/25/2016
 17 JOHNNY HUYNH
 18 Claimant

19 Dated: 3/28/16

[Signature]
 20 DAVID M. MICHAEL, ESQ.
 21 Attorney for Claimant

22 Dated: 3/30/16

[Signature]
 23 DAVID B. COUNTRYMAN
 24 Assistant United States Attorney
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STIPULATED SETTLEMENT AGREEMENT AND DISMISSAL